

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

David Scott Flynn aka David S. Flynn aka David
Flynn dba Atomic Dustbin & Antiques
Debtor

Nationstar Mortgage LLC

Movant

vs.

David Scott Flynn aka David S. Flynn aka David
Flynn dba Atomic Dustbin & Antiques
Debtor

Charles J. DeHart, III Esq.

Trustee

CHAPTER 13

NO. 5:16-bk-02492 RNO

11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by Movant on Debtor's residence is **\$5,052.96**, which breaks down as follows;

Post-Petition Payments:	July 2016 through October 2016 @ \$1,006.74
Fees & Costs Relating to Motion:	\$1,026.00 (\$850.00 MFR Fee + \$176.00 Filing Cost)
Total Post-Petition Arrears	\$5,052.96

2. The Debtor shall cure said arrearages in the following manner;

a). Within seven (7) days of the filing of this Stipulation, Debtor shall tender a down payment of **\$1,500.00**.

b). Beginning November 2016 and continuing through April 2017, until the arrearages are cured, Debtor shall pay the present regular monthly payment of **\$1,006.74** on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month), plus an installment payment of **\$592.16** towards the arrearages on or before the last day of each month at the address below;

Nationstar Mortgage, LLC
PO Box 619094
Dallas, TX 75261-9741.

c). Maintenance of current monthly mortgage payments to Movant thereafter.

3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The undersigned seeks court approval of this stipulation.

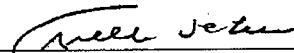
10.. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 14, 2016

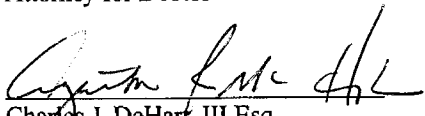
/s/ Joshua I. Goldman, Esquire

Joshua I. Goldman, Esquire
Attorney for Movant

Date: 10/18/16


Tullio DeLuca Esq.
Attorney for Debtor

Date: 11/11/16


Charles J. DeHart, III Esq.
Chapter 13 Trustee